

EXHIBIT E

MAINTENANCE PLAN

I. Introduction

This Maintenance Plan between _____ (hereinafter referred to as the "Concessioner") and the Director of the National Park Service through the Superintendent, Acadia National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-ACAD014-09 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Acadia National Park that are assigned to the Concessioner for the purposes authorized by the CONTRACT. The Service's responsibilities are subject to availability of appropriated funds.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Acadia National Park. Revisions may not be inconsistent with the terms and conditions of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of this CONTRACT.

II. Maintenance of Concessioner Facilities

The Concessioner is required by the terms of the CONTRACT to maintain the facilities used in a manner that is considered satisfactory by the National Park Service. It is the purpose of this Maintenance Plan to help define the necessary maintenance requirements and to define the maintenance relationship between the Concessioner and the National Park Service. Both the Concessioner and the Service have specific responsibilities as outlined in the CONTRACT and this document.

III. Terms Used In This Agreement

“Concession Facilities”: As defined in the Concession CONTRACT.

“Assigned Areas”: Assigned areas are lands within Acadia National Park, as defined by the Land Assignment Map in Exhibit “C” to the CONTRACT. These lands contain improvements and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the condition of these lands, together with the facilities, improvements and landscapes on them. The Land Assignment Map may also contain comments addressing maintenance responsibilities specific to an area.

“Exterior”: Exterior refers to structures, foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

“Interior”: Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

“Maintenance”: The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition, and if applicable, it’s subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation of designated areas, facilities, infrastructure, equipment, and their component parts--up to and including replacement if necessary--to provide a safe, sanitary and aesthetically pleasing environment for park visitors and employees.

“Operations”: Operations refers to all aspects of activity by the Concessioner authorized under the concession CONTRACT. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

“Repair”: Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

IV. Annual Maintenance Inspections

The Service and Concessioner shall conduct an annual joint inspection/review of Concession Facilities assigned to the Concessioner to determine what maintenance work is necessary, and if the facilities comply with applicable state and federal laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule to be established by the Service in consultation with the Concessioner.

Based upon the annual review, deficiencies noted on periodic evaluations (see Operating Plan), and needs identified by Concessioner staff, the Concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Service approval by December 1 of each year. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

V. Concessioner's Responsibilities

A. Facilities Assigned to the Concessioner

The Concessioner shall maintain and repair all Concession Facilities assigned to the Concessioner except as noted under "Service Responsibilities."

The Concessioner will carry out general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all Concession Facilities assigned to the Concessioner achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. All facilities shall at all times be maintained in a condition that will satisfy all inspection agencies (OSHA, USPHS, NPS, local and regional safety inspections, the town and State of Maine).

Maintenance will be carried out as follows:

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1. Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
2. The Concessioner is responsible for and provides all necessary maintenance and repair of the interior and exterior (except exterior painting), of all buildings, grounds, and structures within the assigned area.
3. The Superintendent shall approve all modifications to assigned structures before work may begin.
4. Emergency repairs necessitated by vandalism, abuse, or misuse of property and necessary to ensure visitor and employee safety, are permitted at a minimal level and shall comply with Service compliance standards. The Concessioner must notify the service without delay of such repairs.
5. Interior painting.
6. Repair of damaged or broken windows, doors, electrical fixtures, faucets, etc.
7. Repair or replacement of barn flooring as necessary.
8. Repair or replacement of pasture fencing as necessary.
9. Grounds care, grass cutting, litter pick-up.
10. Cleaning of horse stalls and replacement of bedding and/or stripping as necessary and proper removal of refuse in accordance with the Concessioner's Environmental Management Plan and Service environmental management standards.
11. Removal of manure from paved surfaces, grounds, and other areas subject to rain and water flows, and hauling it away for disposal outside the park as necessary, but at least once every week. Manure must be confined to a storage area approved by the Superintendent and not allowed to overflow onto surrounding areas.
12. Keeping the sections of carriage roads used routinely by scheduled carriage tours free of manure on a daily basis, assisting with the repair of ruts and depressions caused by operations, and controlling dust when required.
13. Removal of all trash daily and placing it in sanitary covered containers, ready for collection by the National Park Service trash pick-up crew. All grounds within the assigned area will be policed for litter daily to maintain an acceptable appearance. The use of plastic bag liners in cans will be required to facilitate removal, reduce the chances for the attraction of vermin, and enhance overall sanitation.

14. Concessioner Housing: Recreational vehicles used for employee housing shall be well maintained. The Concessioner shall monitor employee housing for compliance with fire, health and safety codes and Service policies and guidelines.
15. Concessioner is responsible for water lines connected to spigot stations.
16. The Concessioner shall comply with the Service's annual guidelines when reopening and repairing drinking water distribution systems.
17. The Concessioner will be responsible for routinely inspecting for and eliminating safety hazards on roadways, parking areas, walkways and trails, and for reporting pothole or other pavement hazards to the park.
18. The Concessioner shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, and other improvements while maintaining natural drainage patterns to the greatest extent possible through timely and proper maintenance.
19. The Concessioner shall ensure that batteries for emergency lights shall be removed from their fixtures and provided to the park for winter storage.
20. The two government-owned accessible carriages shall be stored in the main barn over the winter.
21. The Concessioner shall provide cleaning of the public restrooms.

B. Signs

The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas that relate specifically to concession operations. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies.

The Concessioner shall ensure its signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis.

The Service may install signs within the areas assigned to the Concessioner.

VI. Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned lands, the Service shall provide mitigative signing, barriers, and revegetative efforts as are needed.

The Service will interface with the Concessioner's maintenance program by executing the following responsibilities. All obligations of the Service are subject to the availability of appropriated funds.

Seasonal Operations: The Service will drain all water and sewer lines and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks prior to opening.

A. Facilities Assigned to the Concessioner

1. Interior painting of barn.
2. Electrical wiring including fuse panel, but not including light bulbs or fixtures broken by livestock.
3. Maintaining the roadway and parking area pavements, striping and traffic signs.
4. Major structural repairs to the barn except those caused by neglect or misuse by the Concessioner.
5. Major repairs to or alterations of the water system.
6. Maintenance of septic system and leach field.
7. Maintain and provide supplies for public restrooms.

B. Signs

The Service will install, maintain, and replace all regulatory signs. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signing.

NATIONAL PARK SERVICE

Sheridan Steele
Superintendent
Acadia National Park

Date